

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12,17,23,24 & 30

1. REQUISITION NUMBER

5000019477

PAGE 1 OF

8

2. CONTRACT NO.

3.AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

CT1806-07

6. SOLICITATION ISSUE DATE

11/09/2006

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME

Treena Greene

b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DT/LOCAL TIME

11/28/2006 2:00PM

9. ISSUED BY

CODE

UNICOR, FPI Central Office
320 First Street NW
Washington, DC 20534

10. THIS ACQUISITION IS

☐ UNRESTRICTED☒ SET ASIDE 100 % FOR☒ SMALL BUSINESS☐ SMALL DISADV.BUSINESS☐ 8(A)

SIC: 2394

SIZE STANDARD: 500 Emp.

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

15. DELIVER TO

CODE

UNICOR FPI Edgefield
501 Gary Hill Road
EDGEFIELD, SC 29824
USA

16. ADMINISTERED BY

CODE

UNICOR, FPI Central Office
320 First Street NW
Washington, DC 20534

17a. CONTRACTOR/OFFEROR

CODE

999999999

FACILITY CODE

-
-
-, DC

TELEPHONE NO. TIN:

RFQ: 6200004984

18a. PAYMENT WILL BE MADE BY

CODE

UNICOR FPI Central Acct Payable
P. O. Box 4000
BUTNER, NC 27509-4000 (1-800-827-3168),
USA☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW

IS CHECKED ☐ SEE ADDENDUM

19.

ITEM NO.

20.

SCHEDULE OF SUPPLIES/SERVICES

See Section B

21.

QUANTITY

22.

UNIT

23.

UNIT PRICE

24.

AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA☒ ARE ☐ ARE NOT ATTACHED☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA☐ ARE ☐ ARE NOT ATTACHED28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET
FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO
THE TERMS AND CONDITIONS SPECIFIED HEREIN.29. AWARD OF CONTRACT: REFERENCE _____
OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5),
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HERIN,
ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

11/15/2006

Treena Greene

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE
CONTRACT EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR☐ PARTIAL☐ FINAL

36. PAYMENT

☐ COMPLETE☐ PARTIAL☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Request For Quote

Terms of delivery: DST

Line Items 0001 - 0003, Base year

Line Items 0004 - 0006, Option Year One

Line Items 0007 - 0009, Option Year Two

Rolls must be marked with roll number, yardage and product name. Put up: roll size min 50 yds and max 250 yds. Rolls must be individually shipped in protective plastic and secured on pallets and movable by forklift. Packing list must state each roll number and yards, delivery order number and release number.

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>PR Number</u>	<u>Del.Date</u>
00001	FAB1381	10,000.000	YD			5000019477	

CLTH,TY-II,CL-3,60W",MIL-PRF-20696

LAW:MIL-PRF-20696

UNICOR PART#:FAB1381

DESCRIPTION:CLOTH

ADJECTIVE:FABRIC

SIZE:60"WIDTH

COLOR:34094 OF FED-STD-595B

U/M:YD

M/L:MIL-PRF-20696

TYPE:II

CLASS:3

VENDOR SHALL CONTACT THE ORDERING FACILITY TO
DETERMINE THE (PUT-UP) OR ROLL SIZE.FAILURE
TO MEET WITH ORDERING FACTORY'S PUT-UP REQUEST
SHALL BE REASON FOR REJECTION OF MATERIAL.
CLTH,TY-II,CL-3,60W",MIL-PRF-20696

BASE YEAR

00002	FAB1758	5,000.000	YD			5000019477	
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CLTH,TY-II,CL-2,60W",MIL-PRF-20696

IAW:MIL-PRF-20696

UNICOR PART # FAB1758

TYPE:II

CLASS:2

COLOR:CAMOUFLAGE GREEN #483

CAMO GREEN #483 = 34094 OF FED-STD 595B

SIZE: WIDTH = 60"

U/M :YD

VENDOR SHALL CONTACT THE ORDERING FACILITY TO
DETERMINE THE (PUT-UP) OR ROLL SIZE. FAILURE
TO MEET WITH ORDERING FACTORY'S PUT-UP REQUEST
SHALL BE REASON FOR REJECTION OF MATERIAL.

BASE YEAR

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>PR Number</u>	<u>Del.Date</u>
00003	FAB0452	10,000.000	YD			5000019477	
	CLTH,TYPE-1,CLASS-I,(MIL-PRF-20696),GREEN,60"W						
	COLOR #34094,GREEN 60"w						
	UNIT OF MEASURE: YARD						
	BASE YEAR						
00004	FAB1381	10,000.000	YD			5000019477	
	CLTH,TY-II,CL-3,60W",MIL-PRF-20696						
	LAW:MIL-PRF-20696						
	UNICOR PART#:FAB1381						
	DESCRIPTION:CLOTH						
	ADJECTIVE:FABRIC						
	SIZE:60"WIDTH						
	COLOR:34094 OF FED-STD-595B						
	U/M:YD						
	M/L:MIL-PRF-20696						
	TYPE:II						
	CLASS:3						
	VENDOR SHALL CONTACT THE ORDERING FACILITY TO						
	DETERMINE THE (PUT-UP) OR ROLL SIZE.FAILURE						
	TO MEET WITH ORDERING FACTORY'S PUT-UP REQUEST						
	SHALL BE REASON FOR REJECTION OF MATERIAL.						
	CLTH,TY-II,CL-3,60W",MIL-PRF-20696						
	OPTION YEAR #1						
00005	FAB1758	5,000.000	YD			5000019477	
	CLTH,TY-II,CL-2,60W",MIL-PRF-20696						
	IAW:MIL-PRF-20696						
	UNICOR PART # FAB1758						
	TYPE:II						
	CLASS:2						
	COLOR:CAMOUFLAGE GREEN #483						
	CAMO GREEN #483 = 34094 OF FED-STD 595B						
	SIZE: WIDTH = 60"						
	U/M :YD						
	VENDOR SHALL CONTACT THE ORDERING FACILITY TO						
	DETERMINE THE (PUT-UP) OR ROLL SIZE. FAILURE						
	TO MEET WITH ORDERING FACTORY'S PUT-UP REQUEST						
	SHALL BE REASON FOR REJECTION OF MATERIAL.						
	OPTION YEAR #1						
00006	FAB0452	10,000.000	YD			5000019477	
	CLTH,TYPE-1,CLASS-I,(MIL-PRF-20696),GREEN,60"W						
	COLOR #34094,GREEN 60"w						
	UNIT OF MEASURE: YARD						
	OPTION YEAR #1						

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>PR Number</u>	<u>Del.Date</u>
00007	FAB1381	10,000.000	YD			5000019477	
	CLTH, TY-II, CL-3, 60W", MIL-PRF-20696						
	LAW: MIL-PRF-20696						
	UNICOR PART#: FAB1381						
	DESCRIPTION: CLOTH						
	ADJECTIVE: FABRIC						
	SIZE: 60" WIDTH						
	COLOR: 34094 OF FED-STD-595B						
	U/M: YD						
	M/L: MIL-PRF-20696						
	TYPE: II						
	CLASS: 3						
	VENDOR SHALL CONTACT THE ORDERING FACILITY TO DETERMINE THE (PUT-UP) OR ROLL SIZE. FAILURE TO MEET WITH ORDERING FACTORY'S PUT-UP REQUEST SHALL BE REASON FOR REJECTION OF MATERIAL. CLTH, TY-II, CL-3, 60W", MIL-PRF-20696						
	OPTION YEAR #2						
00008	FAB1758	5,000.000	YD			5000019477	
	CLTH, TY-II, CL-2, 60W", MIL-PRF-20696						
	IAW: MIL-PRF-20696						
	UNICOR PART # FAB1758						
	TYPE: II						
	CLASS: 2						
	COLOR: CAMOUFLAGE GREEN #483						
	CAMO GREEN #483 = 34094 OF FED-STD 595B						
	SIZE: WIDTH = 60"						
	U/M : YD						
	VENDOR SHALL CONTACT THE ORDERING FACILITY TO DETERMINE THE (PUT-UP) OR ROLL SIZE. FAILURE TO MEET WITH ORDERING FACTORY'S PUT-UP REQUEST SHALL BE REASON FOR REJECTION OF MATERIAL.						
	OPTIONA YEAR #2						
00009	FAB0452	10,000.000	YD			5000019477	
	CLTH, TYPE-1, CLASS-I, (MIL-PRF-20696), GREEN, 60"W						
	COLOR #34094, GREEN 60"w						
	UNIT OF MEASURE: YARD						

OPTION YEAR #2

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This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. The solicitation number is CT1806-07 and is issued as a Request for Proposals (RFP). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-15. This requirement is being set-aside for a small business. The small business size standard is 500. The North American Industry Classification System code is 314912. UNICOR, Federal Prison Industries, Inc. intends to enter into a requirements type contract. Performance for this requirement is a one (1) year base period with (2) two one-year options, if exercised. Delivery is required 60 days after receipt of the first delivery order. Thereafter, each delivery will be due within 30 days after receipt of order. This requirement is for Tarp Fabric.

SEE SECTION B FOR LINE ITEM DESCRIPTION AND QUANTITIES

Delivery Order Minimum: FAB1381 - 500 yards, FAB1758 - 500 yards, FAB0452 - 500 yards
Delivery Order Maximum: FAB1381 - 5,000 yards, FAB 1758 - 5,000 yards, FAB0452 - 5,000 yards

Delivery is required at the following location: FCI Edgefield, 501 Gary Hill Road, Edgefield, SC 29824. Deliveries are made F.O.B. Destination, which includes transportation charges.

This procurement is not rated.
THIS REQUIREMENT IS DOMESTIC ONLY

SAMPLES MAY BE REQUESTED PRIOR TO AWARD

THE FOLLOWING PERTAINS TO THE SF1449, Solicitation/ Contract/Order for Commercial Items:
--Block 8, offers are due @ 2:00 pm on November 28, 2006. Bid packets should INCLUDE pricing data.
--The Bid Acceptance Period is 90 Calendar Days from receipt.
--Include your TIN Number, DUNS Number, and telephone number in block 17a.
--Block 25, Funds are obligated by each delivery order and not the contract itself.

NO FAXES WILL BE ACCEPTED

QUESTIONS or concerns regarding this solicitation shall be put in writing and addressed to the attention of Treena S. Greene, Contract Specialist., tgreene@central.unicor.gov.

FPI 1000E1 IDENTIFICATION OF QUALIFIED LABORATORY AND SOURCE SAMPLING SOURCE SELECTION Supplement: LCL APPR

Reference FAR Clause 52.246-2, INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996), paragraph (i) (1) AND (2), inspection of material to source sampling, the following clause titled IDENTIFICATION OF QUALIFIED LABORATORY AND SOURCE SAMPLING is hereby incorporated into and made a part of this contract:

(a) The offeror or bidder shall indicate in paragraph (e) below the name and address of the laboratory or laboratories where components or end items will be tested during the course of any resultant contract. A Qualified Laboratories List (QLL) is available through the Commander, DPSC, 2800 South 20th Street, Philadelphia, PA 19101, ATTN: DPSC-POL. Any laboratory proposed by the contractor not on the QLL is subject to the approval of the Contracting Officer.

(b) The Government QAR will cut samples from a lot at the textile component source and send them for testing to the Qualified Laboratory (QL) cited below. (The acceptability of each lot will be determined through the testing of these samples). In addition, the QAR will simultaneously cut samples from the same rolls of material and send them to the DPSC Laboratory. For end items, duplicate samples will be drawn. Source sampling procedures are detailed further

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in DPSC Manual,
Quality Systems Requirement, 4155.3, which is incorporated by reference.

(c) The prime contractor will notify the DPSC Laboratory (DPSC-POL #215-737-7052) in writing at least ten (10) days in advance when lots are to be presented to allow Government witnessing of QL testing. If the Government intends to witness testing, a representative from the DPSC laboratory will notify the QL. In the absence of Government notification, testing should proceed as scheduled.

(d) If a laboratory is removed from the QLL during the course of a contract, DPSC will perform the required testing for up to 30 calendar days from the date of removal. The contractor is responsible for securing the services of another QL during this period. The charge for testing will be the DPSC Laboratory's effective cost rate on the date of testing.

(e) Any change in the laboratory (laboratories) specified below is prohibited unless approved in advance by the Contracting Officer.

NAME AND ADDRESS OF LABORATORY - [].

COMPONENT IDENTIFY * - [].

NAME AND ADDRESS COMPONENT SOURCE - [].

* When a single lot of material requires testing by more than one laboratory for difference characteristics, list the name of the secondary laboratory and test characteristics below:

NAME AND ADDRESS OF LABORATORY - [].

COMPONENT IDENTIFY - [].

TEST CHARACTERISTICS - [].

(f) It is solely the prime contractor's responsibility to schedule QL testing and to obtain test reports. The cost of QL testing shall also be borne by the prime contractor.

(g) Shipment of component materials to the prime contractor need not be deferred pending test results except when shade approval is required (see paragraph (h)). Cutting production lots without a passing QL test report on the corresponding samples is done at the contractor's own risk.

(h) Shade evaluation is acceptance testing. Therefore, component lots may not be shipped to the prime contractor until the DPSC Laboratory accepts the shade of the material.

THE FOLLOWING FAR CLAUSES AND PROVISIONS APPLY TO THIS ACQUISITION:

52.212-1, Instructions to Offerors - Commercial

52.212-2, Evaluation - Commercial Items, Significant evaluation factors are past performance, ability to conform to the specifications, and price. Past performance is significantly more important than cost or price. The Government may make award without discussions - therefore, the offeror's initial offer should contain offeror's best pricing. Tradeoff Process: It may be in the Government's best interest to consider award to other than the lowest priced offeror or other than the highest technical rated offeror. This process may include tradeoffs among cost/price and non-cost factors and allows the Government to accept other than the lowest priced proposal if the perceived benefits of the highest priced proposal are determined to merit the additional cost.;

Offerors must include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications - Commercial Items, with its offer.

52.212-4, Contract Terms and Conditions - Commercial Items; (PARAGRAPH (D) "DISPUTES", REPLACE WITH THE FOLLOWING:
52.233-1 Disputes (October 2003) (DEVIATION)

52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items, which includes 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I and 52.232-33, Payment of Electronic Funds Transfer - Central Contractor Registration applies.

THE FOLLOWING ADDITIONAL CONTRACT REQUIREMENTS/TERMS/CONDITIONS APPLY:

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52.204-6, Contractor Identification Number Data Universal Numbering System (DUNS)_____;

52.204-7, Central Contractor Registration;

52.211-17 Delivery of Excess Quantities (SEP 1989)

52.211-16, Variation in Quantity, The permissible variation shall be +5%/ -5%;

52.216-1, Type of Contract;

52.216-18, Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through three (3) years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19, Order Limitations (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 500 yards, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 5,000 yards;

(2) Any order for a combination of items in excess of 15,000 yards; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 Requirements (Oct 1995)

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed thirty-six (36) months/three (3) years.

52.219-8 Utilization of Small Business Concerns.

52.225-1, Buy American Act Supplies (41 U.S.C. 10a-10d)

52.225-13 Restrictions on Certain Foreign Purchases (Jan 2004)

52.225-15 Sanctioned European Union Country End Products;

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52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration;
52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration;
52.233-2, Service of Protest
52.233-3, Protest after Award
52.242-15, Stop-Work Order;
52.246-1, Contractor Inspection Requirements;

52.246-15, Certificate of Conformance applies.

A Certificate of Conformance: (COC), written physical test results, and shade approval (DD Form 1222) shall accompany each shipment. The furnishing of a Certificate of Conformance shall be a condition of acceptance at destination, and payment shall not be made until it is received.

52.246-16, Responsibility for Supplies;

FPI 1000I1 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAY 1994)
Supplement: LCL APPR

Future requirements from a UNICOR factory may be modified to add items to this contract if considered fall within the scope of work and the price is determined to be fair and reasonable.

SOURCE SELECTION INFORMATION:

All of the evaluation criteria in this section are Source Selection information as per FAR 3.104.

PROPOSAL SUBMISSION REQUIREMENTS

ALL REQUIRED DOCUMENTATION IS DUE BY 2:00P.M. On NOVEMBER 28, 2006. Required documents are:

1. A copy of the solicitation (filled out); along with an original signed copy of standard form 1449, with blocks 12, 17a, 30a, and 30c completed
2. A signed copy of any amendments issued prior to the offer due date.
3. 52.212-3, Offeror Representations and Certifications. Offerors should include a copy of the provisions with its offer if they have not completed ORCA electronically. This is a Domestic Only Requirement. Offerors who fail to complete the online Representation and Certification information or reject the terms and conditions of the solicitation may be excluded from consideration.
4. FPI9999-999.9, Business Management Questionnaire (completed for 3 references). This must be completed and provided with your offer- The document can be downloaded at the following website:
http://www.unicor.gov/fpi_contracting/about_procurement/forms/.

A completed ACH vendor/miscellaneous payment enrollment form must be on file prior to contract award.

The Government may make award without discussions. Therefore, the Offerors initial offer should contain best pricing. Offers or modifications shall be received by the date and time specified in this solicitation or they shall not be considered for award.

PROPOSALS SHOULD BE SENT VIA CERTIFIED MAIL OR EXPRESS DELIVERY, NOTING THE SOLICITATION NUMBER ON THE OUTSIDE OF THE PACKAGE, TO THE ATTENTION OF:

Treena S. Greene, Contract Specialist,
400 First Street, N.W., 6TH Floor, Washington, D.C. 20534.